

CLAUSE I-117 – SCHEDULES FOR CONSTRUCTION SUBCONTRACTS (August 2002)

- (a) The Subcontractor shall, within five days after the work commences on the subcontract or another period of time determined by SURA, prepare and submit to SURA for approval three copies of a practicable schedule showing the order in which the Subcontractor proposes to perform the work, and the dates on which the Subcontractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Subcontractor fails to submit a schedule within the time prescribed, SURA may withhold approval of progress payments until the Subcontractor submits the required schedule.
- (b) The Subcontractor shall enter the actual progress on the chart as directed by SURA, and upon doing so shall immediately deliver three copies of the annotated schedule to SURA. If, in the opinion of SURA, the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, including those that may be required by SURA, without additional cost to SURA.

In this circumstance, SURA may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as SURA deems necessary to demonstrate how the approved rate of progress will be regained.

- (c) Failure of the Subcontractor to comply with the requirements of SURA under this clause shall be grounds for a determination by SURA that the Subcontractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the subcontract. Upon making this determination, SURA may terminate the Subcontractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this subcontract.